UNITED STATES DISTRICT COURT **APPENDIX F**

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 7186 Dateland Street, Englewood, Florida 34224

Address of Defendant: 750 Swedesdord Road, Valley Forge, PA 19481

Place of Accident, Incident or Transaction: Jackson, Michigan

(Use Reverse Side For Additional Space)

Does this case involve multidistrict litigation possibilities? Yes ✓ No ☐

RELATED CASE, IF ANY:

Case Number: ________ Judge ________ Date Terminated: ________

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☐
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☐
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No ☐

CIVIL: (Place ✓ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases (Please specify)

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ✓ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Arnold Levin, Esquire, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 9/15/06 ________ Attorney-at-Law 02280 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/15/06 ________ Attorney-at-Law 02280 Attorney I.D.#

CIV. 609 (4/03)

UNITED STATES DISTRICT COURT **APPENDIX F**

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 7186 Dateland Street, Englewood, Florida 34224

Address of Defendant: 750 Swedesdord Road, Valley Forge, PA 19481

Place of Accident, Incident or Transaction: Jackson, Michigan

(Use Reverse Side For Additional Space)

Does this case involve multidistrict litigation possibilities? Yes ✓ No ☐

RELATED CASE, IF ANY:

Case Number: ________ Judge ________ Date Terminated: ________

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☐
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☐
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No ☐

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases (Please specify)

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ✓ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases (Please specify)

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, Arnold Levin, Esquire, counsel of record do hereby certify:

X Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: 9/15/06 ________ [signature] Attorney-at-Law 02280 Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/15/06 [signature] Attorney-at-Law 02280 Attorney I.D.#

CIV. 609 (4/03)

APPENDIX I

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

CATHERINE BARRETT, on Behalf of herself and Others Similarly Situated	)	Case No.____________
Plaintiff,	)	
vs.	)	**JURY TRIAL DEMAND**
CERTAINTEED CORPORATION,	)	
Defendant	)	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)

(f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

9/15/06	**Arnold Levin, Esquire**	**Plaintiff**
Date	**Attorney-at-law**	**Attorney for**
215-592-1500	215-592-4663	alevin@lfsblaw.com
Telephone	**FAX Number**	**E-Mail Address**

APPENDIX N

SUMMONS IN A CIVIL ACTION

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Catherine Barrett, on Behalf of Herself and Others Similarly Situated v. CertainTeed Corporation	CIVIL ACTION NO. TO: (NAME AND ADDRESS OF DEFENDANT) CertainTeed Corporation 750 Swedesford Road Valley Forge, PA 19481

YOU ARE HEREBY SUMMONED and required to serve upon

Plaintiff's Attorney (Name and Address)

Arnold Levin, Esquire
Levin, Fishbein, Sedran & Berman
510 Walnut Street, Suite 500
Philadelphia, PA 19106

an answer to the complaint which is herewith served upon you, within days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Michael E. Kunz, Clerk of Court	Date:

(By) Deputy Clerk

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

APPENDIX H

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
Catherine Barrett, on Behalf of herself and Others Similarly Situated

(b) County of Residence of First Listed Plaintiff ____________
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Arnold Levin, Esquire, LEVIN, FISHBEIN, SEDRAN & BERMAN, 510 Walnut Street, Ste. 500, Philadelphia, PA 19106 (215) 592-1500

DEFENDANTS
CertainTeed Corporation

County of Residence of First Listed Defendant Montgomery
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- X 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	X 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	X 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- X 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

X 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
28 U.S.C. § 1332(a)(1)
Brief description of cause:
Consumer Class Action for faulty roof shingles

VII. REQUESTED IN COMPLAINT:

X CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23
DEMAND $ in excess of $5,000,000.00
CHECK YES only if demanded in complaint:
JURY DEMAND: x Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ____________ DOCKET NUMBER ____________

DATE 9/15/06 SIGNATURE OF ATTORNEY OF RECORD [signature]

FOR OFFICE USE ONLY

RECEIPT # ________ AMOUNT ________ APPLYING IFP ________ JUDGE ________ MAG. JUDGE ________

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CATHERINE BARRETT, on Behalf of herself and Others Similarly Situated Plaintiff, vs. CERTAINTEED CORPORATION, Defendant	Case No.____________________ **COMPLAINT** **AND JURY DEMAND**

CLASS ACTION COMPLAINT

Plaintiff, on behalf of herself and others similarly situated, by and through her undersigned counsel, files this Complaint, and in support thereof states and avers as follows:

NATURE OF ACTION

1. This is a consumer class action on behalf of all persons and entities who purchased CertainTeed shingles manufactured and/or distributed by CertainTeed under various trade names.

2. Defendant CertainTeed Corporation ("CertainTeed") manufactured and marketed roofing shingle products under various brand names, including without limitation, Horizon, Independence, Hearthstead, Hallmark, Woodscape, CertainTeed, Sealdon and War-Sealdon ("Shingles"). The Shingles, which are all composed of asphalt, natural fibers, filler and mineral granules have been marketed and warranted by Defendant as durable, and as offering long-lasting protection.

3. Commencing in or around 1987, CertainTeed began manufacturing, warranting, advertising and selling defective Shingles to tens of thousands of consumers throughout the United States. Defendant failed to adequately design, formulate, and test the Shingles before warranting, advertising and selling them as durable and suitable roofing products. Defendant warranted, advertised and sold to Plaintiff and the Class Shingles that Defendant reasonably should have known were defectively designed, failed prematurely due to moisture invasion, cracking, curling, blistering, deteriorating, and otherwise not performing in accordance with the reasonable expectations of Plaintiff and the Class that such products be durable and suitable for use as roofing products. As a result, Plaintiff and the Class have experienced continuous and progressive damage to their property.

4. Defendant's sales brochure stated that the Shingles were, among other things resilient and durable.

5. CertainTeed has consistently represented to consumers that its "ongoing philosophy" regarding its roofing products and even the basis for its name, CertainTeed, is "Quality made certain, satisfaction guaranteed". Defendant has not lived up to that promise.

6. Plaintiff's Shingles have begun to fail, are failing and will fail before the time period advertised, marketed and guaranteed by CertainTeed.

7. As a result, Plaintiff and the Class have suffered actual damages in that the roofs on their homes and other structures have and will continue to fail prematurely, resulting in damage to the underlying structure and requiring them to expend thousands of dollars to repair the damages associated with the incorporation of the Shingles into

their homes or to prevent such damage from occurring. Damage caused by the defective shingles has included, but is not limited to: damage to underlying felt; damage to structural roof components; damage to plaster and sheetrock; and damage to walls and ceiling structural components.

8. Because of the relatively small size of the typical individual Class member's claims, and because most homeowners have only modest resources, it is unlikely that individual Class members could afford to seek recovery against Defendant on their own. This is especially true in light of the size and resources of the Defendant. A class action is, therefore, the only reasonable means by which Class members can obtain relief from this Defendant.

9. The class Shingles suffer from a set of common defects, as described herein. Despite receiving a litany of complaints during the Class Period from consumers, such as Plaintiff and the members of the Class, Defendant has refused to effectively notify consumers of the defects, or repair the property damaged by the defects.

PARTIES

10. At all relevant times Plaintiff and class representative Catherine Barrett was a citizen of Jackson, Michigan and purchased CertainTeed Shingles for installation on her home in approximately 1991. She first became aware of the problem with her shingles in 2006. However, Plaintiff had no reasonable way to discover that the Shingles were defective until shortly before Plaintiff filed this complaint.

11. Defendant CertainTeed Corporation is a corporation with its principal place of business in Valley Forge, Pennsylvania. CertainTeed is a leading North American manufacturer of building materials including roofing, siding, insulation,

windows and patio doors, fence, decking, railing, foundations and pipe. The company has approximately 7,000 employees and more than 40 manufacturing facilities throughout the United States. The company had sales of approximately $2.3 billion in 2003.

JURISDICTION AND VENUE

12. Defendant, CertainTeed is headquartered in Montgomery County, Pennsylvania and conducts substantial business in Pennsylvania, including the sale and distribution of the Shingles in Pennsylvania and has sufficient contacts with Pennsylvania or otherwise intentionally avails itself of the laws and markets of Pennsylvania, so as to sustain this Court's jurisdiction over Defendant.

13. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(d) in that Plaintiff is a class member and citizen of Englewood, Florida and Defendant, CertainTeed, is a citizen of Pennsylvania and the amount in controversy exceeds Five Million Dollars ($5,000,000.00).

14. Venue is proper in this district pursuant to 28 U.S.C. § 1961, *et seq.* because Defendant's principal place of business is located in Valley Forge, Pennsylvania and as such, resides within this district.

CLASS ALLEGATIONS

15. This action has been brought and may properly be maintained as a class action pursuant to Federal Rule of Civil Procedure 23, and case law thereunder on behalf of Plaintiff and all others similarly situated, with the Class defined as follows:

> All individuals and entities that have owned, own, or acquired homes, residences, or other structures physically located in the United States from 1987 through the present on which CertainTeed Shingles are or have been installed. CertainTeed Shingles are

> defined to include without limitation the following brand names: Horizon, Independence, Hearthstead, Hallmark, Woodscape, CertainTeed, Sealdon and War-Sealdon. Excluded from the Class are Defendants, any entity in which Defendant has a controlling interest or which has a controlling interest of Defendant, and Defendant's legal representatives, assigns and successors. Also excluded are the judge to whom this case is assigned and any member of the judge's immediate family.

16. Members of the Class are so numerous that their individual joinder is impracticable. The proposed class contains hundreds and perhaps thousands of members. The precise number of Class members is unknown to Plaintiff. However, upon information and belief, Plaintiff believes it is well in excess of 1,000. The true number of Class members is likely to be known by Defendant, however, and thus, may be notified of the pendency of this action by first class mail, electronic mail, and by published notice.

17. There is a well-defined community of interest among members of the Class. The claims of the representative Plaintiff are typical of the claims of the Class in that the representative Plaintiff, like all Class members, own homes, residences, or other structures on which defective Shingles manufactured by Defendant have been installed. Those Shingles have failed, will continue to fail, prematurely. The representative Plaintiff, like all Class members, have been damaged by Defendant's conduct in that they have suffered damages as a result of the incorporation of the defective Shingles into their homes or structures. Furthermore, the factual bases of Defendant's conduct are common to all Class members and represent a common thread of negligent conduct resulting in injury to all members of the Class.

18. There are numerous questions of law and fact common to Plaintiff and the Class, and those questions predominate over any questions that may affect individual Class members, and include the following:

a. Whether the Shingles are defective in that they are subject to moisture penetration and cracking, prematurely fail, and are not suitable for use as an exterior roofing product for the length of time advertised, marketed and warranted;

b. Whether Defendant should have known of the defective nature of the Shingles;

c. Whether Defendant owed a duty to Plaintiff and the Class to exercise reasonable and ordinary care in the formulation, testing, design, manufacture and marketing of the Shingles;

d. Whether Defendant breached its duty to Plaintiff and the Class by designing, manufacturing, advertising and selling to Plaintiff and the Class defective Shingles and by failing promptly to remove the Shingles from the marketplace or take other appropriate remedial action;

e. Whether the Shingles failed to perform in accordance with the reasonable expectations of ordinary consumers;

f. Whether the benefits of the design of the Shingles do not outweigh the risk of their failure;

g. Whether the Shingles fail to perform as advertised and warranted;

h. Whether Plaintiffs and the Class are entitled to compensatory damages, and the amount of such damages; and

i. Whether Defendant should be declared financially responsible for notifying all Class members of their detective Shingles and for all damages associated with the incorporation of such Shingles into Class Members' homes, residences and other structures.

19. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has retained counsel with substantial experience in prosecuting statewide, multistate and national consumer class actions, actions involving defective products, and, specifically, actions involving defective construction materials. Plaintiff and her counsel are committed to prosecuting this action vigorously on behalf of the Class they represent, and have the financial resources to do so. Neither Plaintiff nor her counsel have any interest adverse to those of the Class.

20. Plaintiff and the members of the Class have all suffered and will continue to suffer harm and damages as a result of Defendant's conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, the vase majority of the Class members likely would find the cost of litigating their claims to be prohibitive, and would have no effective remedy at law. Because of the relatively small size of the individual Class member's claims, it is likely that only a few Class members could afford to seek legal redress for Defendant's conduct. Further, the cost of litigation could well equal or exceed any recovery. Absent a class action, Class members will continue to incur damages without remedy. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation in that class treatment would conserve the

resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

ESTOPPEL FROM PLEADING THE STATUTE OF LIMITATIONS

21. Defendant is estopped from relying on any statutes of limitation by virtue of its acts of fraudulent concealment, which include Defendant's intentional concealment from Plaintiff and the general public that their shingles were defective, while continually marketing the Shingles as dependable products that would last for decades. Defendant's acts of fraudulent concealment include failing to disclose that its Shingles were defectively manufactured and would deteriorate in less then half their expected lifetime, leading to damage to the very structures they were purchased to protect. Through such acts Defendant was able to conceal from the public the truth concerning their product.

22. Until shortly before Plaintiff filed the original complaint, Plaintiff had no knowledge that the CertainTeed Shingles she purchased were defective and unreliable. Plaintiff had no reasonable way to discover this defect until shortly before Plaintiff filed this complaint.

23. Defendant had a duty to disclose that its Shingles were defective, unreliable and inherently flawed in their design and/or manufacturer.

FIRST CAUSE OF ACTION

(Negligence)

24. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 23 of this Complaint.

25. Defendant had a duty to Plaintiff and the Class to exercise reasonable and ordinary care in the formulation, testing, design, manufacture, and marketing of the Shingles.

26. Defendant breached its duty to Plaintiff and the Class by designing, manufacturing, advertising and selling to Plaintiff and the Class a product that is defective and will fail prematurely, and by failing to promptly remove the Shingles from the marketplace or to take other appropriate remedial action.

27. Defendant knew or should have known that the Shingles were defective, would fail prematurely, were not suitable for use as an exterior roofing product, and otherwise were not as warranted and represented by Defendant.

28. As a direct and proximate cause of Defendant's negligence, Plaintiff and the Class have suffered actual damages in that they purchased and installed on their homes and other structures an exterior roofing product that is defective and that fails prematurely due to moisture penetration. These failures have caused and will continue to cause Plaintiff and the Class to incur expenses repairing and/or replacing their roofs as well as the resultant, progressive property damage.

29. Plaintiff on behalf of herself and all others similarly situated, demand judgment against Defendant for compensatory damages for herself and each member of the Class, for establishment of a common fund, plus attorney's fees, interest and costs.

SECOND CAUSE OF ACTION

(Strict Products Liability)

30. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 29 of this Complaint.

31. At all relevant times, Defendant was engaged in the business of manufacturing the Shingles which are the subject of this action.

32. The Shingles were expected to and did reach Plaintiff and the Class without substantial change to the condition in which they were manufactured and sold by Defendant.

33. The Shingles installed on Plaintiff's and the Class Members' properties were and are defective and unfit for their intended use. The use of the Shingles has caused and will continue to cause property damage to Plaintiff and the Class.

34. Defendant's Shingles fail to perform in accordance with the reasonable expectations of Plaintiff, the Class, and ordinary consumers, and the benefits of the design of the Shingles do not outweigh the risk of their failure.

35. By reason of the foregoing, Defendant is strictly liable to Plaintiff and the Class.

36. Plaintiff on behalf of herself and all other similarly situated, demand judgment against Defendant for compensatory damages for herself and each member of the Class, for the establishment of the common fund, plus attorney's fees, interest and costs.

THIRD CAUSE OF ACTION

(Breach of Express Warranty)

37. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 36 of this Complaint.

38. Defendant marketed and sold its Shingles into the stream of commerce with the intent that the Shingles would be purchased by Plaintiff and members of the Class.

39. Defendant expressly warranted that its Shingles are permanent, impact resistant, and would maintain their structural integrity. Defendant's representatives through its written warranties regarding the durability of, and the quality of, the Shingles created express warranties which became part of the basis of the bargain Plaintiff and members of the Class entered into when they purchased the Shingles.

40. Defendant expressly warranted that the structural integrity of the Shingles purchased by Plaintiff and Class members would last at least 30 years.

41. Defendant breached its express warranties to Plaintiff and the Class in that Defendant's Shingles are neither permanent nor impact resistant and did not, and do not, maintain their structural integrity and perform as promised. Defendant's Shingles crack, split, discolor, delaminate and deteriorate prematurely, and they otherwise do not perform as warranted by Defendant, and they have caused and/or are causing damage to the underlying roof elements, structures and/or interiors of Plaintiff's and Class members' homes, residences and structures.

42. Defendant's warranties fail of their essential purpose because it purports to warrant that the Shingles will be free from structural breakdown for as much as 30 years when, in fact, Defendant's Shingles fail far short of the applicable warranty period.

43. Moreover, because the warranties limit Plaintiff's and Class members' recovery to replacement of the Shingles piece by piece, with replacement labor not included, Defendant's warranties are woefully inadequate to repair and replace failed

roofing, let alone any damage suffered to the underlying structure due to the inadequate protection provided by the CertainTeed Shingles. The remedies available in Defendant's warranties are limited to such an extent that they do not provide a minimum adequate remedy.

44. The limitations on remedies and the exclusions in Defendant's warranties are unconscionable and unenforceable.

45. Defendant has denied and/or failed to pay in full the warranty claims.

46. As a result of Defendant's breach of its express warranties, Plaintiff and the Class have suffered actual damages in that they purchased and installed on their homes and other structures an exterior roofing product that is defective and that has failed or is failing prematurely due to moisture penetration. This failure has required and/or is requiring Plaintiff and the Class incur significant expense in repairing and/or replacing their roofs. Replacement is required to prevent on-going and future damage to the underlying roof elements, structures and/or interiors of Plaintiff's and Class members' homes and structures.

47. Plaintiff on behalf of herself and all others similarly situated, demand judgment against Defendant for compensatory damages for herself and each member of the Class, for the establishment of the common fund, plus attorney's fees, interest and costs.

FOURTH CAUSE OF ACTION

(Breach of Implied Warranty)

48. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 47 of this Complaint.

49. At all times mentioned herein, Defendant manufactured and/or supplied CertainTeed Shingles, and prior to the time it was purchased by Plaintiff, and Defendant impliedly warranted to Plaintiff, and to Plaintiff's agents, that the product was of merchantable qualify and fit for the use for which it was intended.

50. Plaintiff and Plaintiff's agents relied on the skill and judgment of the Defendant in using the aforesaid product.

51. The Product was unfit for its intended use and it was not of merchantable quality, as warranted by Defendant in that it had propensities to break down and fail to perform and protect when put to its intended use. The aforesaid product did cause Plaintiff to sustain damages as herein alleged.

52. After Plaintiff was made aware of Plaintiff's damages as a result of the aforesaid product, notice was duly given to Defendant of the breach of said warranty.

53. As a direct and proximate result of the breach of said warranties, Plaintiff and the Class members suffered and will continue to suffer loss as alleged herein in an amount to be determined at trial.

FIFTH CAUSE OF ACTION

(Violation of Pennsylvania Unfair Trade Practices and Consumer Protection Law)

54. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 53 of this Complaint.

55. Defendant is a manufacturer, marketer, seller and/or distributor of the Shingles.

56. The conduct described above and throughout this Complaint took place within the Commonwealth of Pennsylvania and constitutes unfair methods of

competition or unfair or deceptive acts or practices in violation of §201-2(4),(v),(vii), and (xxi) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (hereinafter, "UTPCPL"), 73 Pa.C.S.A. §201-1, *et seq.*

57. The UTPCPL applies to the claims of all the Class members because the conduct which constitutes violations of the UTPCPL by the Defendant occurred within the Commonwealth of Pennsylvania.

58. In violation of the UTPCPL, Defendant omitted and/or concealed material facts from Plaintiff and members of the Class regarding the quality, characteristics, benefits and/or uses of the Shingles.

59. The omissions described herein were likely to deceive consumers into purchasing the Shingles.

60. As a direct and proximate cause of the violation of the UTPCPL, described above, Plaintiff and other members of the Class have been injured in that they have purchased the defective Shingles for personal, family or household purposes based on nondisclosure of material facts alleged above.

61. Defendant knew or should have known that the Shingles were defective, would fail prematurely, were not suitable for use as an exterior roofing product, and otherwise were not as warranted and represented by Defendant.

62. Defendants deceived and continued to deceive consumers. This conduct constitutes unfair or deceptive acts or practices within meaning of the UTPCPL. This illegal conduct is continuing, with no indication that Defendant will cease.

63. Defendant's actions and connection with the manufacturing and distributing of the Shingles as set forth herein evidences a lack of good faith, honesty in

fact and observance of fair dealing so as to constitute unconscionable commercial practices, in violation of the Pennsylvania Unfair Trade Practices Act and Consumer Protection Law, 73 Pa.C.S.A. §201-1, *et seq.*

64. Defendant acted willfully, knowingly, intentionally, unconscionably and with reckless indifference when it committed these acts of consumer fraud.

65. As a direct and proximate result of Defendant's unfair and deceptive acts and practices, Plaintiff and the other members of the Class will suffer damages, which include, without limitation, cost to inspect, repair and/or replace their Shingles and other property in an amount to be determined at trial.

66. As a result of the acts of consumer fraud described above, Plaintiff and the Class have suffered ascertainable loss-actual damages that include the purchase price of the products- for which Defendant is liable to the Plaintiff and the Class for treble their ascertainable losses, plus attorneys' fees and costs, along with equitable relief prayed for herein in this Complaint.

SIXTH CAUSE OF ACTION

(Fraudulent Concealment)

67. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 66 of this Complaint.

68. At all times mentioned herein, Defendant had the duty and obligation to disclose to Plaintiff the true facts concerning the CertainTeed Shingles; that is that said product was defective and unreliable. Defendant made the affirmative representations as set forth above to Plaintiff, the Class and the general public prior to the date Plaintiff

purchased the CertainTeed Shingles while concealing the material described herein including the following:

69. At all times mentioned herein, Defendant had the duty and obligation to disclose to Plaintiff the true facts concerning the CertainTeed Shingles, that is that CertainTeed Shingles were defective, would prematurely fail, and otherwise were not as warranted and represented by Defendant.

70. At all times mentioned herein, Defendant intentionally, willfully, and maliciously concealed or suppressed the facts set forth above from Plaintiff and with the intent to defraud as herein alleged.

71. At all times mentioned herein, Plaintiff was not aware of the facts set forth above and had he been aware of said facts, she would not have acted as she did, that is, would not have purchased CertainTeed Shingles.

72. As a result of the concealment or suppression of the facts set forth above, Plaintiff and the Class members sustained damages in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

(Breach of Contract)

73. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 72 of this Complaint.

74. Plaintiff and the Class members have entered into certain contracts and warranty agreements with Defendant, including an express warranty. Pursuant to these contracts and agreements, including the express warranty, Defendant would provide Plaintiff and the Class members with Shingles that were of merchantable quality and fit

for the use for which they were intended. Defendant was further obligated pursuant to the express warranty to repair and/or replace any defects or problems with the Shingles that Plaintiff and the Class members experienced. In exchange for these duties and obligations, Defendant received payment of the purchase price for these Shingles from Plaintiff and the Class.

75. Plaintiff and the Class satisfied their obligations under these contracts, warranties and agreements.

76. Defendant failed to perform as required by the express warranty and breached said contracts and agreements because it provided Plaintiff and the Class with Shingles that are defective and unfit for their intended use and failed to appropriately repair and/or replace the Shingles.

77. As a result of the foregoing, Plaintiff and the Class members are entitled to compensatory damages in an amount to be proven at trial.

EIGHTH CAUSE OF ACTION

(Unjust Enrichment)

78. Plaintiff incorporates by reference each of the allegations contained in Paragraphs 1 through 77 of this Complaint.

79. Substantial benefits have been conferred on Defendant by Plaintiff and the Class and Defendant have appreciated these benefits.

80. Defendant's acceptance and retention of these benefits under the circumstances make it inequitable for Defendant to retain the benefit without payment of the value to the Plaintiff and the Class.

81. Defendant, by the deliberate and fraudulent conduct complained of herein, has been unjustly enriched in a manner which warrants restitution.

82. As a proximate consequence of Defendant's improper conduct, the Plaintiff and the Class members were injured. Defendant has been unjustly enriched, and in equity, should not be allowed to obtain this benefit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests of this Court the following relief, on behalf of herself and all others similarly situated:

a. For an Order certifying the Plaintiff's Class, appointing Plaintiff as Class Representative, and appointing the undersigned counsel of record as Class counsel;

b. Equitable and injunctive relief enjoining Defendant from pursuing the policies, acts, and practices described in this Complaint;

c. For damages under statutory and common law as alleged in this Complaint, in an amount to be determined at trial;

d. Pre-judgment and post-judgment interest at the maximum rate allowable at law;

e. The costs and disbursements incurred by Plaintiff and her counsel in connection with this action, including reasonable attorneys' fees; and

f. Such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff, on behalf of herself and the members of the Class hereby demand trial by jury on all issues so triable.

Dated: 9/15/06

LEVIN, FISHBEIN, SEDRAN & BERMAN

Arnold Levin No. 02280
Charles E. Schaffer No. 76259
Fred Longer No. 46653
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Telephone: (215) 592-1500
Facsimile: (215) 592-4663

LOCKRIDGE, GRINDAL & NAUEN, P.L.L.P
Charles . Nauen, WI Bar No. 1031943
Robert K. Shelquist, Atty. No. 21310X
Yvonne M. Flaherty, Atty. No. 267600
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
Telephone: 612-339-6900
Facsimile: 612-339-0981

HALUNEN & ASSOCIATES
Clayton D. Halunen, Atty. No. 219721
Frances E. Ballion, Atty. No. 028435X
220 South Sixth Street, Suite 2000
Minneapolis, MN 55402
Telephone: 612-605-4098
Facsimile: 612-605-4099

ALEXANDER, HAWES & AUDET, LLP
Michael A. McShane
Jason T. Baker
221 Main Street, Suite 1460
San Francisco, CA 94105
Telephone: 415-982-1776
Facsimile: 415-576-1776